

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

LAURA PELLEGRINO AND JIM
PELLEGRINO,

Plaintiffs,

vs.

BJ'S WHOLESALE CLUB, INC. and DOE
CORPORATION, INC. d/b/a BJ'S
WHOLESALE CLUB,

Defendants.

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: CIVIL ACTION
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: NO.: 7:22-cv-04805 (NSR) (VR)
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**STIPULATION AND AGREEMENT REGARDING CONFIDENTIALITY
OF DOCUMENTS OF DEFENDANT, BJ'S WHOLESALE CLUB, INC.,
i/s/h/a BJ'S WHOLESALE CLUB, INC. AND
DOE CORPORATION, INC. d/b/a BJ'S WHOLESALE CLUB**

AND NOW, this 30th day of June, 2023, it is hereby stipulated and agreed by and between Frank V. Kelly, Esquire, attorney for Plaintiffs, Laura Pellegrino and Jim Pellegrino, and Jarett L. Warner, Esquire, attorneys for Defendant, BJ's Wholesale Club, Inc., i/s/h/a BJ's Wholesale Club, Inc. and Doe Corporation, Inc. d/b/a BJ's Wholesale Club ("BJ's"), that the parties to the above-captioned lawsuit (the "lawsuit") agree to be bound by, and join in, the terms of the following Confidentiality Agreement:

1. No party to the above-captioned matter, their present and former subsidiaries and affiliates, their heirs, executors, administrators, personal representatives, attorneys, agents, officers, employees, experts (both for trial and/or for consultation), investigators, witnesses and other persons acting on her behalf, other than BJ's, will give, share or otherwise divulge the contents of "Confidential and Commercial Information" i.e., information which is confidential or proprietary business or financial information of BJ's or any parent or subsidiary corporation of BJ's including,

without limitation, surveillance footage, leases, handbooks, pamphlets, or other materials relating to corporate policy and procedures (the "Confidential Documents"), or the substance of the Confidential Documents, produced by BJ's in this action, to any person or entity except to the Court and jury, the experts and consultants engaged by the party and/or his/her/its/their counsel in the lawsuit, and/or the witnesses, either expert or lay, who are contacted by the party and/or his/her/its/their counsel in connection with the lawsuit.

2. The parties (other than BJ's), their counsel, experts (whether for trial or for consulting purposes), investigators, fact witnesses, and independent contractors will use the Confidential Documents only in connection with the lawsuit.

3. The parties (other than BJ's), their counsel, experts, consultants, independent contractors, investigators and witnesses contacted in this litigation to whom the Confidential Documents are disclosed and made available shall not, and will be instructed that they shall not, disseminate the Confidential Documents or any portion or substance thereof to others.

4. All experts and consultants engaged by or on behalf of any party, and all witnesses, either expert or lay, who are contacted in this litigation by any party or any party's counsel, to whom the Confidential Documents are disclosed and made available, shall before such disclosures, be instructed that they are bound by the terms of this Confidentiality Agreement.

5. Throughout the course of this litigation, counsel for the parties hereto shall make reasonable efforts to ensure that each expert, consultant, entity or other person to whom they have given, shown or otherwise divulged the substance of the Confidential Documents, complies with the terms of this Agreement, including instructing each such person or entity at the conclusion of this litigation of his/her or its obligations under this paragraph.

6. The terms of this Confidentiality Agreement shall apply to information, testimony or other material appearing in deposition transcripts taken in this action and relating to the Confidential Documents to preserve the confidentiality of that information.

7. The terms of this Confidentiality Agreement shall further apply to any video or surveillance footage from inside BJ's.

8. Upon completion of the trial and any appeals in this action and the satisfaction of any judgment or upon the conclusion of any settlement or dismissal involving all parties to the lawsuit, the parties, their counsel, and all of the parties' experts and consultants shall return all copies of the Confidential Documents to counsel of BJ's or, alternatively, shall supply to counsel of BJ's a letter confirming that all Confidential Documents have been destroyed.

9. The Confidential Documents will be marked "CONFIDENTIAL-SUBJECT TO CONFIDENTIALITY AGREEMENT, LAURA PELLEGRINO AND JIM PELLEGRINO v. BJ'S WHOLESALE CLUB, INC. and DOE CORPORATION, INC. d/b/a BJ'S WHOLESALE CLUB, UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, NO. 7:22-cv-04805" by BJ's or its counsel.


10. Inadvertent disclosure by BJ's of the Confidential Documents during discovery in this action shall be without prejudice to any claim that such material is confidential, privileged, or otherwise protected from discovery, and BJ's shall not be held to have waived any rights by such inadvertent disclosure.

11. Nothing in this Confidentiality Agreement shall preclude BJ's from utilizing or referring to the Confidential Documents in the ordinary course of its business pursuant to the terms set forth in the Confidential Documents.

12. Notwithstanding the foregoing, the Court shall reserve the right to vacate all or any portion of this Confidentiality Agreement upon notice to counsel for the parties hereto, and upon affording counsel an opportunity to challenge the Court's decision to vacate all or any portion of the Confidentiality Agreement.


CHARTWELL LAW

Dated: 6/30/2023


BY: 
JARETT L. WARNER
Attorney for Defendant
BJ's Wholesale Club, Inc., i/s/h/a BJ's
Wholesale Club, Inc. and Doe Corporation, Inc.
d/b/a BJ's Wholesale Club

FRANK V. KELLY, ESQ

Dated: 6/30/2023

BY: 
FRANK V. KELLY
Attorney for Plaintiffs
Laura Pellegrino and Jim Pellegrino

APPROVED BY THE COURT:

BY:  July 5, 2023